

# **ATTACHMENT 5**



EXPECT EXCELLENCE

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October 6, 2014

**Via email: [syatchak@buffalowildwings.com](mailto:syatchak@buffalowildwings.com) and  
Regular U.S. Mail**

Sarah J. Yatchak  
Senior Attorney  
Buffalo Wild Wings, Inc.  
5500 Wayzata Blvd.  
Minneapolis, Minnesota 55416

**RE: *Shirley K. Bord, et al. v. Buffalo Wild Wings, Inc., et al.*  
Summit County Ohio Common Pleas Court Case No. CV 2014-06-2919**

Dear Attorney Yatchak:

I am in receipt of your September 18, 2014 letter in which you state that the parties and their counsel have had "multiple discussions" over the past several months about the need for bw-3 Akron to upgrade its facilities. This is categorically false.

At our meeting last December, we discussed BWW's potential purchase of the Licensing Agreement. During the course of the meeting, James Schmidt and Brad Laughner mentioned that BWW may be interested in also purchasing the Akron restaurant property, which would likely necessitate the acquisition of adjacent parcels, in order to construct a new restaurant since the current building and underlying property probably could not accommodate the footprint of BWW's most recent ("Stadia") restaurant design.

You and I then had a phone conversation in March during which you stated for the first time that if we could not come to terms on BWW's purchase of the Licensing Agreement, then BWW would want to address upgrading the Akron restaurant building as was currently being done with certain other BWW restaurants.

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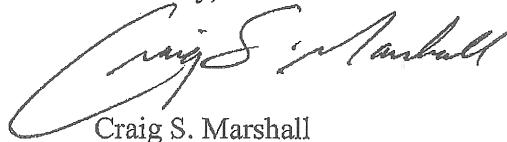
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But as you are aware, Plaintiffs' Licensing Agreement is markedly different from BWW's standard franchise agreement. The provision in the Licensing Agreement for "Enhancements" to "Marks" and "System" does not in any way authorize or empower BWW to demand Plaintiffs "update" or "remodel" their restaurant, let alone to the Stadia design which would necessitate the purchase of adjacent properties.

We accordingly reject this unauthorized and unreasonable demand BWW is making in bad-faith retaliation after Plaintiffs filed suit for BWW's breach of the Licensing Agreement.

Please be advised that Plaintiffs will hold BWW and its representatives legally accountable if there is any further attempt to improperly interfere with the operations of their Akron restaurant.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig S. Marshall". The signature is fluid and cursive, with the first name "Craig" being more prominent.

Craig S. Marshall

CSM/mdb